

Staff Report to the Zoning Administrator

Application Number: 201065

Applicant: Lisa Bailey for Bailey Property Management

Owner: Charles Reynolds Trustee

APN: 043-152-49

Site Address: 528 Beach Drive, Aptos

Agenda Date: April 17, 2020

Agenda Item #: 2 Time: After 9:00 a.m.

Project Description: Proposal to operate a new four-bedroom vacation rental. Requires a Level 5 Vacation Rental Permit.

Location: Property located approximately 0.75 miles south of the intersection of Rio Del Mar Blvd and Beach Drive (528 Beach Drive, Aptos).

Permits Required: Vacation Rental Permit

Supervisorial District: Second District (District Supervisor: Zach Friend)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 201065, based on the attached findings and conditions.

Project Description & Setting

The project site is located at 528 Beach Drive, on the north side of Beach Drive, approximately .75 miles south from the intersection with Rio Del Mar Boulevard. The neighborhood is comprised of mainly two to three-story single-family residences consisting of a mix of architectural styles.

The subject property is developed with an existing three-story single-family residence, constructed in 1967, containing four bedrooms and three bathrooms.

This is a proposal to operate a vacation rental in an existing four-bedroom dwelling. The property is located on Beach Drive within the Seacliff/Aptos Designated Area (SADA), which does not limit the number of vacation rentals on a residential block. All vacation rentals within the SADA expire five years from the date of issuance. As indicated in SCCC 13.10.694(D)(2), a public hearing is required for vacation rentals consisting of four of more bedrooms.

County of Santa Cruz Planning Department 701 Ocean Street, 4th Floor, Santa Cruz CA 95060 APN: 043-152-49

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Bailey Property Management has been designated as the 24-hour contact for the proposed vacation rental and is located nearby the site in Aptos

Vacation rentals within residential structures are permitted within the RB (Single-Family Ocean Beach Residential) zone district, and the operation of the vacation rental would be required to comply with all requirements of the vacation rental ordinance.

The provided parking will meet the requirements of SCCC 13.10.694(D)(2). Pursuant to this Code Section, parking for vacation rentals is limited to the number of on-site parking spaces, plus two additional on-street spaces. Two parking spaces will be provided on-site, and two parking spaces would be provided in the vicinity of the subject property along Beach Drive (the rental will not have any exclusive or assigned use of on-street parking).

Pursuant to SCCC 13.10.694(D), within the SADA, when a property transfer triggers reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Assessor, the vacation rental permit associated with the property shall expire and shall become nonrenewable at the time of property transfer.

Zoning & General Plan Consistency

The subject property is a 6,577 square foot lot, located in the RB (Single-Family Ocean Beach Residential) zone district, a designation which allows vacation rental uses. The proposed four-bedroom vacation rental is a conditionally-permitted use within the zone district and the zoning is consistent with the site's R-UL (Urban Low Density Residential) General Plan designation.

Conclusion

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

Staff Recommendation

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- APPROVAL of Application Number 201065, based on the attached findings and conditions.

Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.

The County Code and General Plan, as well as hearing agendas and additional information are available online at: www.sccoplanning.com

APN: 043-152-49

Owner: Charles Reynolds Trustee

Report Prepared By: Jonathan DiSalvo

Santa Cruz County Planning Department

701 Ocean Street, 4th Floor Santa Cruz CA 95060

Phone Number: (831) 454-3157

E-mail: jonathan.disalvo@santacruzcounty.us

Exhibits

- Categorical Exemption (CEQA determination) A.
- B. **Findings**
- C. Conditions
- D. Project plans
- Vacation Rental Application & Agreement E.
- F. Transient Occupancy Tax Registration Form
- Assessor's, Location, Zoning and General Plan Maps G.
- H. Parcel information

Owner: Charles Reynolds Trustee

CALIFORNIA ENVIRONMENTAL QUALITY ACT NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Assessor Pa	Number: 201065 arcel Number: 043-152-49 ation: 528 Beach Drive			
Project Des	Project Description: Proposal to establish a new four bedroom vacation rental.			
Person or A	Agency Proposing Project: Lisa Bailey for Bailey Property Management			
Contact Ph	none Number: 831-688-7009			
A	The proposed activity is not a project under CEQA Guidelines Section 15378. The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).			
C	· ·			
D	<u>Statutory Exemption</u> other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).			
E. <u>X</u>	Categorical Exemption			
Specify typ	e: Class 1 - Existing Facilities (Section 15301)			
F. Rea	sons why the project is exempt:			
	xisting Facilities: Operation of a vacation rental within an existing single-family an area for residential uses.			
In addition,	none of the conditions described in Section 15300.2 apply to this project.			
	Date:			
Jonathan D	iSalvo, Project Planner			

Owner: Charles Reynolds Trustee

Development Permit Findings

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.

This finding can be made in that the proposed vacation rental will be located in an existing four-bedroom residential structure consistent with County Code Section 13.10. The residential vacation rental will comply with health and safety standards established for vacation rental units, including smoke and carbon monoxide alarms, working ground fault circuit interrupters, emergency egress in all sleeping rooms, and handrails along stairs and walking surfaces above 30 inches in height to insure the optimum in safety. The property owner has provided the required "Vacation Rental Safety Certification" to verify compliance with these standards. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental effects of the vacation rental to properties in the vicinity.

2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.

This finding can be made, in that the proposed location of the vacation rental and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the RB (Single-Family Ocean Beach Residential) zone district which allows for vacation rentals within residential structures, meeting all requirements of the vacation rental ordinance.

3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.

This finding can be made, in that the proposed vacation rental use is consistent with the use requirements specified for the R-UL (Urban Low Density Residential) land use designation in the County General Plan as it is a permitted use within the RB zone district, an implementing zone district of the Urban Low Residential land use designation. Additionally, the vacation rental would be conditioned to operate in compliance with the vacation rental ordinance, which implements the standards contained in the Noise Element of the General Plan.

4. That the proposed use will not overload utilities, and will not generate more than the acceptable level of traffic on the streets in the vicinity.

This finding can be made, in that the proposed vacation rental is to be located within an existing single-family residential structure. The expected level of traffic generated by the proposed vacation rental is commensurate to any other residential use of the dwelling. The short-term rental occupancy of a residence does not change the type of use within the dwelling and, further, guest celebrations that result in temporary increased traffic can occur with both a non-vacation rental residential use and a vacation rental use.

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5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.

This finding can be made, in that the vacation rental is proposed to be located within an existing residential dwelling located within a residential neighborhood, consistent with the land use intensity and density of residential neighborhoods.

Owner: Charles Reynolds Trustee

Conditions of Approval

Exhibit D: Project plans, prepared by Drager Design & Development, dated November 20, 2019.

- I. This permit authorizes the operation of a vacation rental. as indicated on the approved Exhibit "D" for this permit. This approval does not confer legal status on any existing structure(s) or existing use(s) on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
 - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.

II. Operational Conditions

- A. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed on the Vacation Rental Certification form (Exhibit E).
- B. The maximum, overnight occupancy of the vacation rental shall not exceed ten people (two per bedroom, plus two additional people, children under eight not counted).
- C. The maximum number of vehicles associated with the overnight occupants shall not exceed four (number of on-site parking spaces, plus two additional on-street parking spaces).
- D. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 20 people (twice the number of overnight occupants, children under 8 not counted).
- E. Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30). A copy of the County Noise Ordinance (County Code Chapter 8.30) shall be posted inside the vacation rental in a location readily visible to all guests.
- F. A list of rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to the following: maximum number of guests allowed, maximum number of people allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., maximum number of vehicles allowed, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).
- G. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.
- H. The vacation rental shall have a sign identifying the structure as a permitted vacation rental and listing a 24-hour local contact responsible for responding to

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complaints and providing general information. The sign shall not exceed 216 square inches, be legible from, and be posted no more than 20 feet back from the nearest street.

- I. The name, address, and telephone number(s) of the local contact person shall be posted inside the vacation rental in a location readily visible to all guests, and shall be submitted to the local Sheriff Substation, the main County Sheriff's Office, the local fire agency, and shall be supplied to the property owners of all properties located within a 300 foot radius of the parcel on which the vacation rental is located. Any change in the contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as specified above.
- J. The owner/applicant shall comply with the regulations and standards set forth in Chapter 4.24 of the County Code, including any required payment of transient occupancy tax for the vacation rental unit.
- K. The owner/applicant shall agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising out of the use of the dwelling as a vacation rental. Unless an alternate dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
- L. Permits for vacation rentals located in the Seacliff Aptos Designated Area (SADA) shall expire five years from the date of approval. To continue in operation as a legal vacation rental, an application to renew the permit must be made before the expiration date, but no sooner than 180 days before the expiration date. Vacation rental permits in the SADA are non-transferable and become void when a property transfer triggers reassessment.
- M. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.

III. Indemnification

The applicant/owner shall indemnify, defend with counsel approved by the COUNTY, and hold harmless the COUNTY, its officers, employees, and agents from and against any claim (including reasonable attorney's fees, expert fees, and all other costs and fees of litigation), against the COUNTY, its officers, employees, and agents arising out of or in connection to this development approval or any subsequent amendment of this development approval which is requested by the applicant/owner, regardless of the COUNTY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the COUNTY. Should the COUNTY in its sole discretion find the applicant's/owner's legal counsel unacceptable, then the

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applicant/owner shall reimburse the COUNTY its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The applicant/owner shall promptly pay any final judgment rendered against the COUNTY (and its officers, employees, and agents) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this development approval.

- A. The COUNTY shall promptly notify the applicant/owner of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. The COUNTY shall cooperate fully in such defense.
- B. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
 - 1. COUNTY bears its own attorney's fees and costs; and
 - 2. COUNTY defends the action in good faith.
- C. <u>Settlement</u>. The applicant/owner shall not be required to pay or perform any settlement unless such applicant/owner has approved the settlement. When representing the COUNTY, the applicant/owner shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the COUNTY.
- D. <u>Successors Bound</u>. The "applicant/owner" shall include the applicant and/or the owner and the successor'(s) in interest, transferee(s), and assign(s) of the applicant and/or the owner.

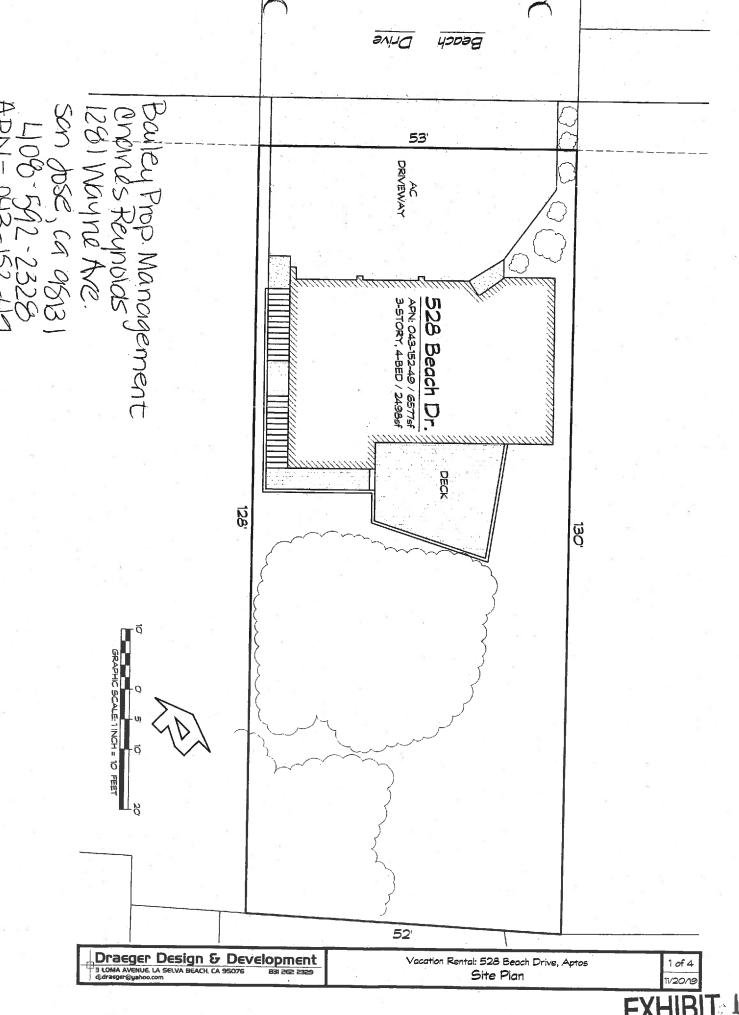
Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

Please note: This permit expires five years from the approval date listed below unless an application to renew this approval is submitted prior to the expiration date.

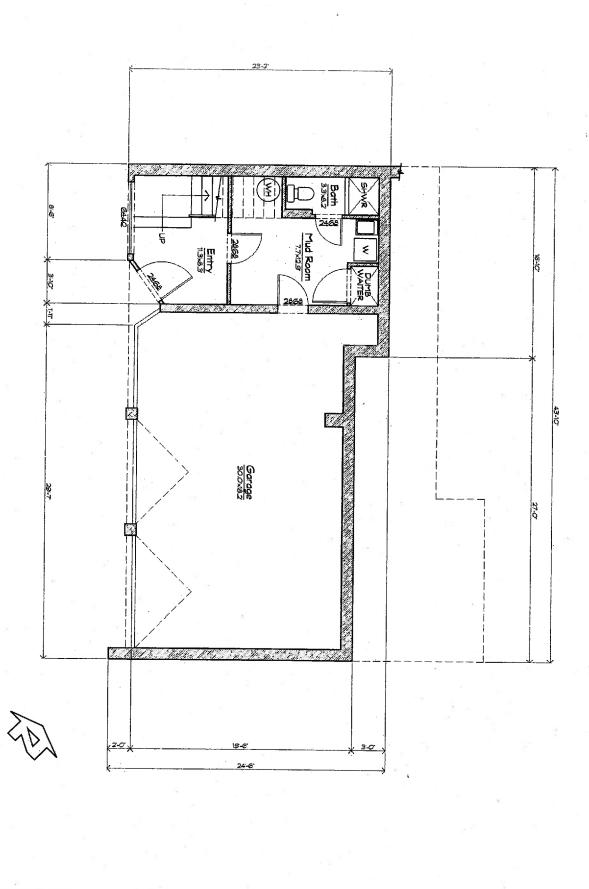
Approval Date:			
Effective Date:			
Expiration Date:			* = = = = = = = = = = = = = = = = = =
1			2 8
	Jocelyn Dral		
	Deputy Zoni	ng Administi	rator

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Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.



Charles Reylouds 1261 Mayne Are Son Jose, Ca 98131 400-592-2328 ADN 212-157-120



Draeger Design & Development

3 LOMA AVENUE. LA SELVA BEACH, CA 95076

831 262 2329

d;draeger@yahoo.com

GRAPHIC SCALE % INCH = 1 FOOT

Vacation Rental: 528 Beach Drive, Aptos Bottom/Ist Floor Plan

2 of 4 11/20/19 Chanes Reynolds 1281 Wayne the Sen dose, Ca 98131 408-592-2328 4PN-043-152-49 Ī 2868 2468 2468 Balcony 26.9×7.4 Ь ₽ 2668 GRAPHIC SCALE % INCH = 1 FOOT

Draeger Design & Development

3 LOMA AVENUE. LA SELVA BEACH. CA 95076

B31 2622 2329

Vacation Rental: 528 Beach Drive, Aptos

Middle/2nd Floor Plan

11/20/19

Oranes Reynolds 1261 Wayne Ave San Jose, Ca 95131 406-592-2326 APN 043-152-41 Dining 12.0% Balcony 26.9×7.4 Family BOX245 Bedroom GRAPHIC SCALE % INCH = 1 FOOT

Draeger Design & Development

3 LOMA AVENUE LA SELVA BEACH, CA 95076
831 262 2329
831 262 2329

Vocation Rental: 528 Beach Drive, Aptos Upper/3rd Floor Plan 4 of 4 11/20/19



Permit and Property Information

COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4™ FLOOR, SANTA CRUZ, CA 95060 (831) 454-2580 FAX: (831) 454-2131

Vacation Rental Permit Application

Carefully read the List of Required Information (LORI) and ensure that <u>ALL</u> required information is included with this application. If you do not have <u>ALL</u> of the required information, your application will not be accepted.

	Current vacation Rental Permit Number (if applicable):
	Assessor's Parcel Number (APN): 043-152-49
	(APNS MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)
	Street Address: 528 Beach Dr. Aptos CA 95003
	Applicant Information (Complete only if different from Owner Information)
	NAME: Bailey Pusoperty management
	MAILING ADDRESS: 1000 aptoa Brach Poc.
	CITY/STATE CLOTOR CA ZIP 95003
	PHONE NO. (836 1088 - 7000 CELL PHONE NO. ()
	EMAIL: Vacations D'baileyproperties.com
	Oramon Information
X	Owner Information
	NAME: CHARLES H. REYNOLDS
	MAILING ADDRESS: 1281 WAYNE Ave So
	CITY/STATE SAN JOSE CO. ZIP 95/3/
	PHONE NO. (408) 217 2210 CELL PHONE NO. (408) 592 2328
	EMAIL: Chuckre chreynolds. Com

NOTE:

If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (attached) or a property management agreement must be submitted with the application.

B	24-Hour Contact	
AND THE STATE		
	ntact must reside within a 30 mile radius of	
NAME: Dallel	property manage	MUNT
MAILING ADDRESS: //	aptor beach for.	
CITY/STATE QOTO	a.Ct	ZIP 95003
PHONE NO. (83/) 10 8	P - 7009 CELL PHONE NO. ()	
EMAIL: Vacatio	ns paileyon com	3
190		M A STATE
ELECTED/ PUBL	IC OFFICIAL OR COUNTY EMPLOYEE INFO.	PUBLICATION
official) as defined by section must be signed below by the section 6254.21 that the conwebsite. If the contact personate of section 468 of the contact person, it constitutes	tified above is an elected or appointed official (it ons 6254.21 or 6254.24 of the California Government contact person, and constitutes written permission tact person's name and phone number may be placed on identified above is an employee of the County of County Procedures Manual, this application must a waiver of the provisions of that section, and it constitutes and phone number on the County's internet was a marne and phone number on the County's internet was a section.	ent Code, this application under Government Code on the County's internet of Santa Cruz within the be signed below by the titutes written permission
X		
Contact person signatu	rre, <u>if applicable</u>	***************************************

VACATION RENTAL SAFETY CERTIFICATION

The following items require verification to assure the vacation rental unit is equipped and maintained to minimum safety standards to help provide for a safe vacation experience. Verification can be performed by owner (self-certified), certified home inspector, County Building Inspector, or by the property manager/agent.

- Smoke alarms (listed and approved by the State Fire Marshall) installed in the following locations per the 2016 California Residential Code, Sec. R314.1.
 - In each sleeping room.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics.
- Carbon Monoxide alarms (listed by an approved agency such as UL) installed in the following locations per the 2016 California Residential Code, Sec. R315.1.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics but not including crawl spaces or uninhabitable attics.
- Working GFCI's (ground fault circuit interrupters) required at all receptacles within 6 feet of all kitchen, bathroom, bar and laundry sinks per the 2016 California Electrical Code, Art. 210.8.
- All sleeping rooms shall be provided with at least one emergency egress window with a minimum net clear opening of 5 square feet, with a minimum opening height of 24 inches and minimum net clear opening width of 20 inches, with the bottom of the clear opening being not greater than 44" measured from the floor. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided such devices are releasable or removable from the inside without the use of a key, tool or special knowledge. Per the 2016 California Residential Code, Sec. R310.
- All stairs shall have at least one continuous handrail running the full length of the stairs per the 2016 California Residential Code, Sec. R311.7.8
- All walking surfaces measured vertically more than 30" above grade or other floor levels, including mezzanines, platforms, stairs, ramps and landings shall have guard railing a minimum of 42" in height with openings no greater than 4" per the 2016 California Residential Code, Sec. R312.1. Exception: Guards on the open sides of stairs shall have a height not less than 34" measured vertically from a line connecting the leading edges of the treads.
- Pool/spa safety barrier enclosures shall comply with Santa Cruz County Code, Sec. 12.10.216.

 Exception: Self-contained spas/ hot tubs with approved safety covers need not comply with barrier reqs.
 - Rental equipped with at least one fire extinguisher (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

I hereby certify that the safety standard conditions listed above are fully complied with and will be maintained in a useable and functioning condition. Form must be signed by one of the following four parties.

Owner of Rental Unit		X 2-5-2040 Date
Certified Home Inspector	License #	Date
County Building Inspector AUNITE VALCE Property Manager/Agent		Date 2 2 Date
For questions regarding these safety certification requirements please of	contact the Building	•

EXHIBIT E

PLANS REQUIRED FOR RENEWALS

Please check the appropriate boxes below.

1.	Have there been any additions or other work than has resulted in an increase in the number of bedrooms since the issuance of your current vacation rental permit that have not been authorized by an amendment to your current vacation rental permit?		
		YES. If you check this box, you must submit revised floor plans that clearly show the previous floor plan, the current floor plan, and explain what work was done (see List of Required Information, page 7).	
	M.	NO. If you check this box, you do not need to submit floor plans with your renewal application.	
2.	Has t	here been any decrease in the size or number of parking spaces since the issuance of your current vacation I permit that has not been authorized by an amendment to your current vacation rental permit?	
		YES. If you check this box, you must submit a revised plot plan that clearly shows the previous parking, the current parking, and explain what has changed and the reason for the change (see List of Required Information, page 7).	
	X	NO. If you check this box, you do not need to submit a plot plan with your renewal application.	
lf y	ou ch	ecked no to both questions, you do not need to submit any plans with your renewal application.	
		APPLICANT'S SIGNATURE	

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of planning permits as determined by the Planning Director.

I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, and that proof of such is on file with the Zoning Section.

I further certify that there are no restrictions against vacation rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any vacation rental permit issued will be rendered void if there are restrictions against vacation rentals on the subject property.

I understand that the County of Santa Cruz has attempted to request everything necessary for an accurate and complete review of my proposal; however, after Planning staff has taken in the application and reviewed it further, it may be necessary to request additional information and clarification.

I understand that if this application will require a public hearing pursuant to County Code Section 13.10.694(D)(3), the application will be converted to an "at cost" application and I will be required to sign a contract and be billed for staff time associated with processing the application as provided in County Code Section 13.10.694(D)(3)(b)(ii).

Signature of Owner or Authorized Agent

X2/5/2020

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development, and/or other permit, the approval of the owner is required.

This is the County's authorization to issue a permit to the agent listed below:

Agent:	Name: Bailly Property Management
	Address: 100 aptor Beach for.
	City, State, Zip Code: 0,010 3, Ct 95003
	Telephone: (83) 688-7009 Cell #: ()
	Email: Vacations Dbailecom.com.
X Owner:	Name: Charles H Response
	Address: 1281 WAY he Ave
	City, State, Zip Code: SANO JOSE Co 95/3/
	Telephone: (408) 217 2210 Cell #: (408) 592 2328
200	Email: Chuckra Chreynous. Com

2-5-20	X Lacle H Remode
Date	Signature of Owner

1043-152-49

Assessor's Parcel Number(s)

Fig. Beach Des Après Cu

Project Location

Note: One Owner-Agent form will be required for each permit required. In the case where there is more than one owner of a parcel, the owner signing this form represents that he/ she has the consent from all other owners of the parcel. By signing this form, the owner is authorizing the agent to legally bind the owner to responsibility for payment of the County's cost for all actions related to noncompliance with permit conditions. The agent will be required to provide proof of service, by mail, to the owner of a copy of the executed acceptance of permit conditions.



106 Aptos Beach Drive, Aptos CA 95003 (831) 688-7009

EXHIBIT A

VACATION RENTAL RULES AND REGULATIONS

NOTICE: It is unlawful for any person to use or allow the use of property in violation of the provisions of the Santa Cruz County's Vacation Rental Ordinance. The penalties for violation of this section are set forth in Chapter 19.01 of the County Code.

Pursuant to the Santa Cruz County Vacation Rental Ordinance, Ordinance #5092 (Section 13.10.694 et seq of the Santa Cruz County Code), these Vacation Rental Rules are required to be posted inside the vacation rental in a location readily visible to all guests and occupants (referred to herein as "guest or guests"). These rules are incorporated herein by reference into the vacation rental agreement with each guest.

The Address of this Property is: 528 Beach Dr.

The Local Contact Person for this Property is: Bailey Property Management

Bailey Property Manageme	nt, Inc.
106 Aptos Beach Drive	
Aptos, CA 95003	
(831)688-7009	
Attn: Lynette Valdez or Karen	n Wade

This local contact person is available 24 hours a day to respond to tenant and neighborhood questions or concerns. The name, address, and telephone number(s) of the local contact person has been posted on a sign legible from the nearest street and provided to the Santa Cruz County Planning Department, the local Sheriff's Substation, the main county Sheriff's Office, the local fire agency, as well as supplied to the property owners of all properties located within a 300-foot radius of the boundaries of the parcel on which the vacation rental is located, as required by the Vacation Rental Ordinance.



NUMBER OF GUESTS ALLOWED:

The maximum number of guests allowed in an existing individual residential vacation rental shall not exceed two (2) people per bedroom plus two (2) additional people, except for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., when the maximum number of people allowed is twice the maximum number of guests allowed. Children under 8 are not counted toward the maximums.

There are 4 bedrooms in this vacation rental, so the maximum number of guests allowed shall not exceed 8 people (excluding children under 8). For celebrations and gatherings between 200 pm, the maximum number of people shall not exceed people (excluding children under 8).

NUMBER OF VEHICLES ALLOWED:

The number of vehicles allowed:4

The number of guest vehicles shall not exceed the number of existing on-site parking spaces.

TRASH MANAGEMENT:

Trash shall be kept in covered containers or heavy duty garbage bags with appropriate labels. (Call the office for instructions concerning trash management).

ILLECAL BEHAVIOR AND DISTURBANCES:

- 1. Guests shall not substantially interfere with the quiet enjoyment of neighbors. Activities or conditions which are unreasonable, unwarranted and/or unlawful, which constitute a nuisance, or which substantially interfere with the quiet enjoyment of neighbors, are prohibited.
- 2. Unusual, disturbing, and excessive noises are prohibited, including but not limited to abusive language, quarreling, fighting, disorderly conduct and activities which create a nuisance.
- 3. Illegal and dangerous activities are prohibited.
- 4. The use and display of any weapon or fireworks is expressly forbidden.
- 5. Guests shall strictly comply with all applicable ordinances, laws and regulations.

NOISE RESTRICTIONS:



- 1. No use of equipment requiring more than standard household electrical current at 110 or 220 volts or activities that produce noise, dust, odor, or vibration detrimental to occupants of adjoining dwellings is allowed.
- 2. All guests shall strictly comply with Santa Cruz County's Noise Ordinance, Chapter 8.30, which provides as follows:

Santa Cruz County Code Section 8.30.010 Curfew - Offensive

- A. No persons shall, between the hours of ten p.m. and eight a.m., make, cause, suffer, or permit to be made any offensive noise:
- 1. Which is made within one hundred feet of any building or place regularly used for sleeping purposes; or
- 2. Which disturbs any person of ordinary sensitivities within his or her place of residence.
- B. "Offensive noise" means any noise which is loud, boisterous, irritating, penetrating, or unusual, or that is unreasonably distracting in any other manner such that it is likely to disturb people of ordinary sensitivities in the vicinity of such noise, and includes, but is not limited to, noise made by an individual alone or by a group of people engaged in any business, meeting, gathering, game, dance, or amusement, or by any appliance, contrivance, device, structure, construction, ride, machine, implement, instrument or vehicle. (Ord. 4001 § 1 (part), 1989)
- 8.30.020 Subsequent offense within forty-eight hours.

Any person who violates any section of this chapter and is cited for such a violation, and who within forty-eight hours after receiving such a citation again violates the same section, is guilty of a misdemeanor. A person is cited for a violation when he or she is issued and signs an infraction or misdemeanor citation, or when he or she is arrested and booked, or when a complaint is filed and the person is notified of the filing of such a complaint. (Ord. 4001 § 1 (part), 1989)

8.30.030 Exceptions.

- A. The provisions of this chapter shall not apply to any noise from any specific type of activity for which special noise regulations are provided by any other provision of the county code.
- B. The provisions of this chapter shall not apply to any noise caused by farming operations carried out on any land designated within the Santa Cruz County General Plan for commercial agricultural use. (Ord. 4001 § 1 (part), 1989)

REGULATIONS OF THE DEPARTMENT OF PARKS AND RECREATION

EXHIBIT E

OF THE STATE OF CALIFORNIA

NO BEACH FIRES: Fires are only allowed in California State Parks providing fire rings which are seasonally placed at New Brighton, Rio Del Mar Esplanade and the Rio del Mar Platform state beaches. Privately owned fire rings are prohibited (CCR 4311).

NO ALCOHOL: Santa Cruz County prohibits the consumption of alcohol in public. In addition, state park law prohibits the possession of alcohol within the park. SCCO 8.02.030 and CCR 4326).

NO GLASS: Glass containers of all types are prohibited to ensure public safety. Broken glass on public beaches is a frequent cause of serious injuries (CCR 4333).

DOGS PERMITTED ON LEASH: Dogs are permitted on state beaches but must be on a six-foot leash. Owner should carry bags and must clean up after their pets. (CCR 4312 and CCR 4310). (Please watch for signs relating to restrictions concerning dogs on beaches).

BEACH HOURS: BEACH HOURS: 6:00AM TO 10:00PM. All state beaches within Santa Cruz County are closed to the public at 10:00PM. (CCR 4326).

Please sign & return
complete packet...



106 Aptos Beach Drive, Aptos CA 95003 (831) 688-7009

GUEST VACATION RENTAL AGREEMENT & INFORMATION SHEET

GUE	ST RESERVATION NAME:
PREN	MISES:
RESE	RVED DATES IN:OUT:
LICITI	LEY PROPERTY MANAGEMENT, INC., ("Manager") as agent for the Owner of the above-described ses, and the undersigned guest(s) ("Guest") agree to rent the Premises to Guest, subject to the following and conditions:
1.	VACATION RENTAL ORDINANCE RULES: Guest represents and warrants that (1) Guest is a responsible adult; (2) Guest will limit the occupancy of the Premises to the individuals listed below ("Occupants") during the entire reserved Occupancy Period, and (3) any other invitees allowed to occupy the Premises will be family members or responsible adults. If persons not falling within the foregoing categories are found to occupy the Premises, Guest and other occupants agree to vacate the Premises immediately without a refund. Keys will not be issued to minors. Guests shall strictly comply with the Vacation Rental Rules and Regulations attached hereto as Exhibit "A."
W.	CHECK IN: OFFICE Check in time is between 3:00 and 5:00 P.M. Keys will be ready for pick up at BAILEY PROPERTY MANAGEMENT, 106 Aptos Beach Drive, Aptos. Please call the office (831-688-7009) if you will be checking in after 5:00 P.M. Keys will not be released to Guest until all paperwork is signed and received in our office before check in day. Guests are not to go to or enter the Premises prior to registration at the office. CHECK OUT:
	Check out time is 10:00 A.M. Absolutely NO late check outs. Failure to comply can result in loss of deposit. Please deliver all keys, parking permits/passes and remotes (if issued) to Manager's office. Guest will be charged \$10.00 for all keys not returned, \$50.00 for each pool key not returned, and \$200.00 per parking permit/pass not returned.
	CHECK IN: LOCK BOX: Your Vacation Rental is on Lock Box. Please contact the office on your check in date between 3:00 P.M. and 5:00 P.M. to get the lock box code. CHECK OUT:
	Check out time is 10:00 A.M. Absolutely NO late check outs. Failure to comply can result in loss of deposit. Please place all keys in the lock box and return parking permit/passes and remotes to appropriate place in home. Contact our office at 831-688-7009 to notify us of your check out. Guest will be charged \$150 for all keys not returned to lock box, \$50.00 for each pool key not returned, and \$200.00 per parking permit/pass and remotes not returned.

- 2. PAYMENTS: The security deposit of \$500.00 and the balance due for the reservation must be paid 60 days prior to the check-in date, (it is guest responsibility to call in for final payment.) The security deposit will be returned to Guest 10-14 days after departure, subject to compliance with the terms and conditions of this Agreement by Guest and Guest's invitees.
- 3. CANCELLATION: Should Guest wish to cancel the reservation, notice of cancellation must be received 60 days prior to the check-in date. If Guest's notice of cancellation is received less than 60 days prior to the check-in date, Guest will forfeit all sums paid, unless Manager can reassign the Premises. If Manager is unable to reassign the Premises, Manager will retain the entire amount paid and refund the security deposit to Guest.
- 4. CLEANING: The cleaning fee is included in the rental cost. The cleaning fee is for general cleaning. Prior to departure, Guest shall:
 - a. Wash and put away dishes in the cupboards;
 - b. Please have premises ready to be cleaned;
 - c. Please do not move or rearrange furniture. Doing this can cause major damage to furniture, floors, and all areas of the home.
 - d. Remove all garbage from the Premises and deposit it in the appropriate refuse container.

If additional cleaning is required, charges will be deducted from Guest's security deposit based on actual cost.

- 5. LINENS: Linen service is included with guest reservations. To include sheets, pillowcases and towels (excluding beach towels.) 1 set of towels per person.
- 6. TRASH MANAGEMENT: Trash must be kept in closed containers and not allowed to accumulate. It is guest's responsibility to put trash out the night before trash pick-up day (Trash day will be noted on sheet on refrigerator).
- 7. WHAT MANAGER WILL SUPPLY: The Premises are equipped and set up as fully furnished including bedspreads, blankets, and pillows, equipped kitchen, TVs, furniture, BBQs, and outdoor furniture where appropriate.
- 8. GUEST LIABILITY: Guest accepts liability for any and all damage to the Premises other than normal wear and tear, including, but not limited to misuse of appliances, and/or equipment furnished. If the cost to correct, repair, replace or remedy the damage exceeds the security deposit held, Guest agrees to reimburse Manager or Owner for the costs incurred to correct, repair, replace or remedy the damage.
- 9. OCCUPANCY/DISTURBANCES: Guest will be required to vacate the Premises and forfeit all fees and the security deposit if Guest or the Occupants breach this Agreement or if Guest or the Occupants:

a.	Exceed the sleeping capacity of the Premises; Maximum Occupancy Occupants over age 8:		
b.	Responsible party must be 25 years or older to reserve premises.		

c. Use the Premises for any illegal activity including, but not limited to, the serving or consumption of alcoholic beverages by persons under 21 years of age;

d. Cause damage to the Premises, or any neighboring property;

- e. Cause disturbances or nuisances in violation of applicable laws or regulations;
- f. Violate any rules or regulations posted within the Premises (which are incorporated herein by this reference);
- g. Violate Santa Cruz County curfew rule. Quiet hours are between 10PM and 8AM.
- h. Violate the County's Vacation Rental Ordinance where applicable.
- 10. PETS: Unless otherwise provided in California Civil Code Section 54.2, pets are not allowed on the Premises without Manager and Owner's express permission, and if allowed, a pet deposit is required. Violation of pet restrictions may result in termination of this Agreement, a forfeiture of all fees, and a forfeiture of security deposit.
 - a. Manager's have approved pet on premises: YES___NO__
- 11. RATES/OWNER'S CANCELLATION: Rates are subject to change at the Owner's discretion provided that the Owner shall give guest notice of such change at least 60 days prior to the check-in date, whether or not previous notice of confirmation has been given. Owner reserves the right to cancel any reservation on a 60 day advance notice. Manager will attempt to locate another rental property should there be a cancellation. In the event of a cancellation by Owner, the \$50.00 reservation fee will be refunded or transferred to another rental property.
- 12. USE OF THE BEACH. The use of the beach or swimming in the ocean is at Guest's own risk.
- 13. PERSONAL PROPERTY, INJURY AND INDEMNIFICATION:
- 14. Guest and Occupants are not insured by Owner or Manager against loss or damage due to theft, fire, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner and Manager recommend that Guest and Occupants carry insurance to protect them and their personal property from injury, theft, loss or damage.
- 15. Guest acknowledges and agrees that Manager does not own the Premises and acts only as an agent for the Owner. Manager shall have no liability for loss, damage or injury to persons or property, arising from the condition of the Premises, nor for any defects in or stoppage of the supply of water, gas, electricity, plumbing, or other utilities or equipment. Manager shall have no liability for loss or damage caused by theft, weather conditions, natural disasters, construction projects, acts of God, or other reasons beyond its control.
- 16. Manager is not responsible for items left in the Premises. Manager will keep lost items for 30 days after which they will be disposed of as permitted by law. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors or assigns, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 17. Guest agrees to indemnify, defend and hold Owner and Manager harmless and to defend them against claims, cost or liability of any kind or nature arising out of the occupancy of Premises by Guest and Guest's invitees.
- 18. This paragraph shall survive termination of this Agreement.

- 19. TERMINATION OF OCCUPANCY. Upon termination of occupancy, Guest shall vacate the Premises and surrender it to Manager; vacate any and all parking and/or storage spaces, and deliver the Premises to Manager in the same condition, less ordinary wear and tear, as received upon arrival.
- 20. MEDIATION. Guest agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.
- 21. JOINT AND SEVERAL OBLIGATIONS. If there is more than one Guest, each one shall be individually and jointly responsible for the performance of all obligations under this Agreement.
- 22. TRANSIENT OCCUPANCY. Guest is renting the Premises as a transient lodger for the Occupancy Period set forth above. Owner retains all legal, possessory and access rights to the Premises.

23. GENERAL PROVISIONS.

- a. <u>Amendment</u>. This Agreement may not be amended, modified or supplemented except by a written agreement executed by all the parties.
- b. Attorneys' Fees. In the event any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs.
- c. <u>Complete Agreement</u>. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and therein replaces and supersedes all prior written and oral agreements or statements by and among the Parties. Any representation, statement, condition or warranty not contained in this Agreement will not be binding on the parties or have any force or effect whatsoever, notwithstanding the provisions of Civil Code Section 1698.
- d. <u>Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by facsimile or .PDF shall be treated as an original.
- e. <u>Time of the Essence</u>. Time is of the essence for each provision of this Agreement.

IN WITNESS, WHEREOF, Guest and Manager (or as of the day of	behalf of Owner) have entered into this Rental Agreement, 2019/2020
MANAGER BAILEY PROPERTY MANAGEMENT, INC.	Sign Here GUEST
	BY:

RECEIPT OF KEYS, PARKING PASSES/PERMITS,	GARAGE/GATE PASSES/REMOTES:
House keys issued (Office check-in)	House keys returned
1 House keys issued (Lockbox check-in)	House key returned
Pool keys issued	Pool keys returned
Garage/Gate pass(es) issued	Garage/Gate passes returned
Parking Permit issued	Parking Permit returned
Beach Drive Passes issued	Beach Drive Passes returned
Guest Signature for keys: (If on lockbox please sign agreeing to terms of lock box use. If checking in at office, signature is due at time of check in)	
Each property is supplied with the following consuma	ables:
Kitchen:	Each Bathroom:
Hand soap	Hand soap
Sponge	2 roll of toilet paper per bathroom
Dish soap	
Garbage bags	
1 roll of paper towel	

POSITIHIS CERTIFICATE IN A CONSPICUOUS PLACE ON THE PREMISES

COUNTY OF SANTA CRUZ TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE

ISSUED PURSUANT TO CHAPTER 4.24 OF ORDINANCE

Certificate # CO00115

Date of Issue: January 8, 2001

any change of ownership or location whatsoever. Notify the Tax Collector immediately upon any change. commission, department or office of this County. This certificate does not constitute a permit. This certificate becomes void upon transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any facility without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, person to conduct any unlawful business or conduct any lawful business in an unlawful manner, nor to operate a transient occupancy the Uniform Transient Occupancy Tax Ordinance by registering with the Tax Administrator for the purpose of collecting from This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of

Name of Facility: Bailey Properties

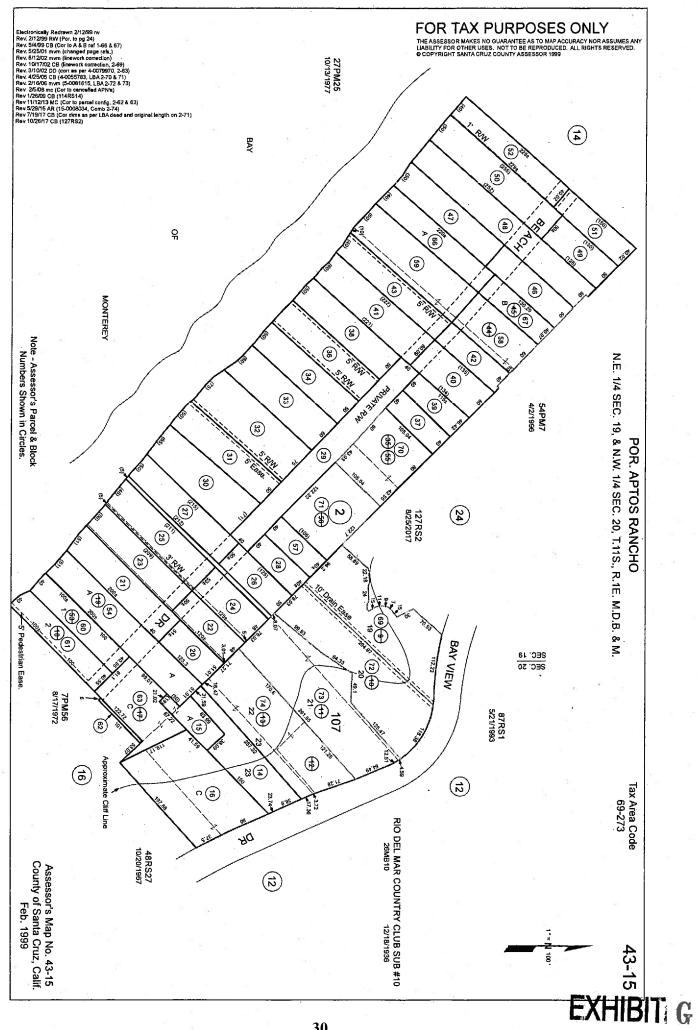
Location of Facility: Various Aptos CA 95003

Operator: Karen Wade

Mailing Address: 106 Aptos Beach Dr Aptos CA 95003

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

EXHIBIT F

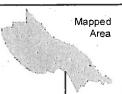


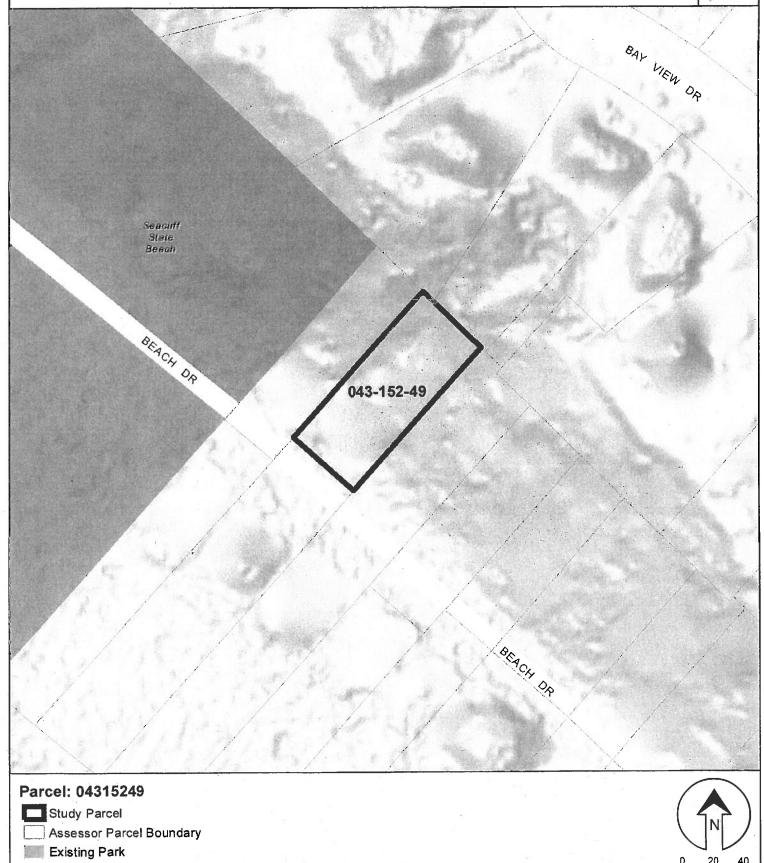


Map printed: 30 Mar. 2020

SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Location Map



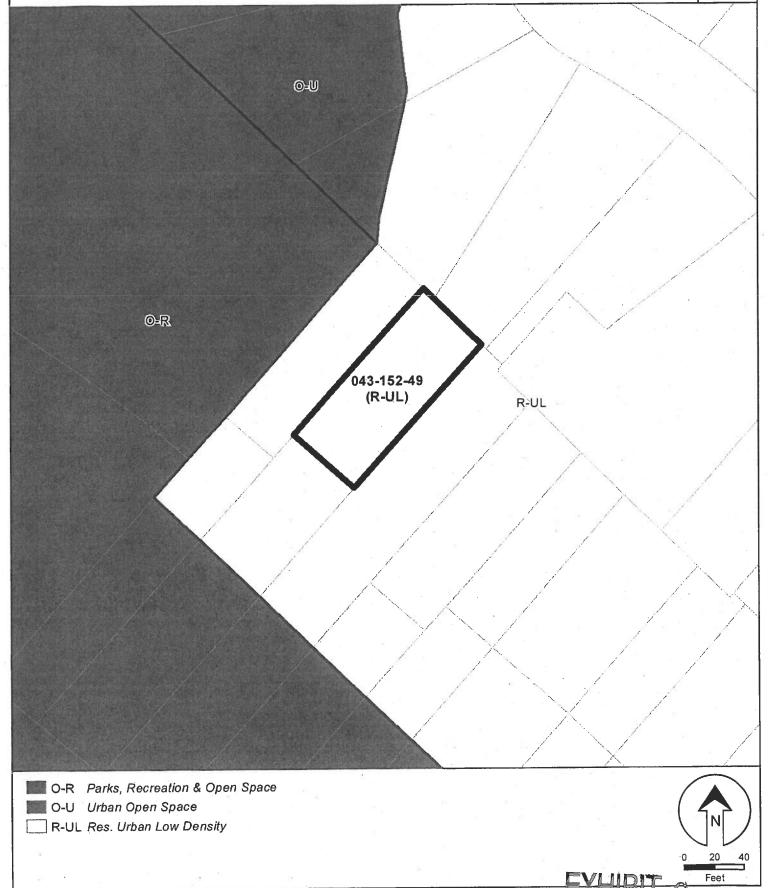




SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel General Plan Map

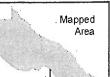


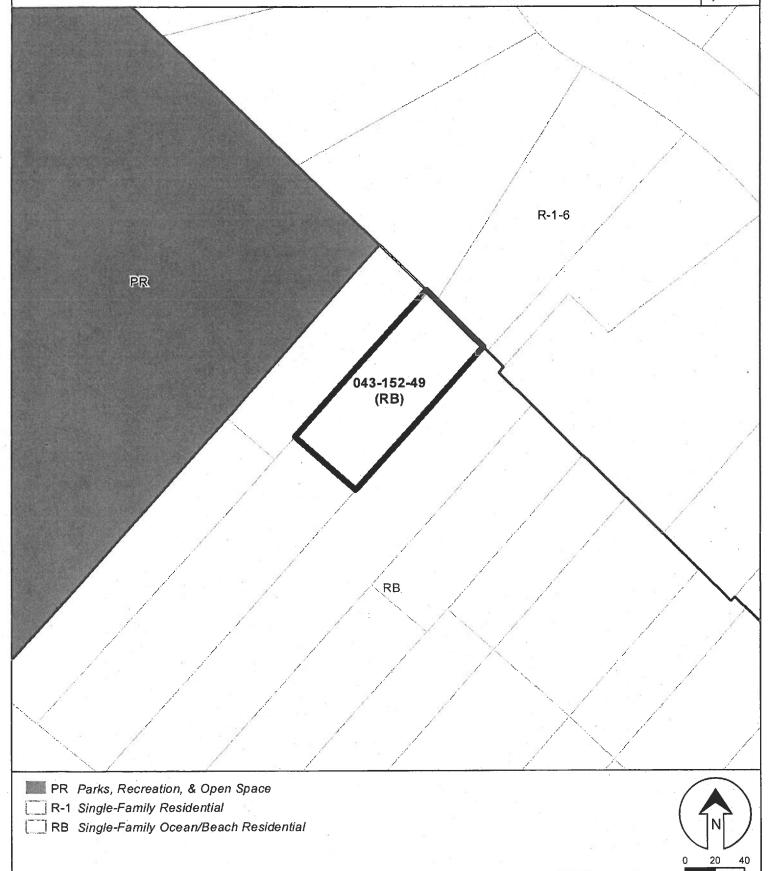




SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Zoning Map





Owner: Charles Reynolds Trustee

Parcel Information

Services Information

Urban/Rural Services Line:

X Inside

__ Outside

Water Supply:

Soquel Creek Water District

Sewage Disposal:

Santa Cruz Sanitation District Aptos / La Selva Fire District

Fire District:
Drainage District:

Flood Control Zone 6

Parcel Information

Parcel Size:

6,577 square feet

Existing Land Use - Parcel:

Residential

Existing Land Use - Surrounding:

Residential

Project Access:

Beach Drive

Planning Area:

Aptos

Land Use Designation:

R-UL (Urban Low Density Residential)

Zone District:

RB (Single-Family Ocean Beach Residential)

Coastal Zone:

X Inside

Outside

Appealable to Calif. Coastal

Yes

X No

Comm.

Environmental Information

Geologic Hazards:

FEMA Flood Zone VE, Tsunami Hazard Zone

Fire Hazard:

Not a mapped constraint

Slopes:

Varies. 0% to approximately 80%

Env. Sen. Habitat:

Not mapped/no physical evidence on site

Grading:

No grading proposed

Tree Removal:

No trees proposed to be removed

Scenic:

Mapped in scenic resource area

Archeology:

Not mapped/no physical evidence on site